

# EXHIBIT 3

1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
3  
4

5 THE AUTHORS GUILD, et al.

6 Plaintiffs

Civil Action No.

7 vs.

1:2005cv08136

8 GOOGLE, INC.

9 Defendant  
10 \_\_\_\_\_/

11  
12  
13  
14 The Deposition of JOSEPH GOULDEN was held on  
15 Friday, January 6, 2012, commencing at 12:57 p.m., at  
16 the Offices of Gore Brothers Reporting &  
17 Videoconferencing, 1025 Connecticut Avenue, N.W., Suite  
18 1000, Farragut Square, Washington, D.C. 20036, before  
19 Christine A. Gonzalez, CSR, RPR, a Notary Public.  
20  
21  
22  
23  
24

25 REPORTED BY: Christine A. Gonzalez, CSR, RPR

<div>Page 2</div> <div> <p>1 APPEARANCES:</p> <p>2 ON BEHALF OF THE PLAINTIFFS:</p> <p>3 MICHAEL J. BONI, ESQUIRE</p> <p>4 Boni &amp; Zack, LLC</p> <p>5 15 St. Asaphs Road</p> <p>6 Bala Cynwyd, Pennsylvania 19004</p> <p>7 Telephone: 610.822.0200</p> <p>8 Facsimile: 610.822.0206</p> <p>9 Email: mboni@bonizack.com</p> <p>10</p> <p>11 ON BEHALF OF THE DEFENDANT:</p> <p>12 JOSEPH C. GRATZ, ESQUIRE</p> <p>13 Durie Tangri, LLP</p> <p>14 217 Leidesdorff Street</p> <p>15 San Francisco, California 94111</p> <p>16 Telephone: 415.362.6666</p> <p>17 Facsimile: 415.236.6300</p> <p>18 Email: jgratz@durietangri.com</p> <p>19 and</p> <p>20 AMY KEATING, ESQUIRE</p> <p>21 Google, Inc., General Counsel</p> <p>22 1600 Amphitheatre Parkway</p> <p>23 Mountain View, California 94043</p> <p>24 Telephone: 650.253.1428</p> <p>25 Email: amykeating@google.com</p> </div>	<div>Page 4</div> <div> <p>1 PROCEEDINGS</p> <p>2 Whereupon,</p> <p>3 JOSEPH GOULDEN,</p> <p>4 called as a witness, having been first duly sworn to</p> <p>5 tell the truth, the whole truth, and nothing but the</p> <p>6 truth, testified as follows:</p> <p>7 EXAMINATION BY MR. GRATZ:</p> <p>8 Q. Good morning, Mr. Goulden.</p> <p>9 A. Morning, sir.</p> <p>10 Q. Can you state your name and address for the</p> <p>11 record, please?</p> <p>12 A. Joseph C. Goulden, spelled G-o-u-l-d-e-n. My</p> <p>13 address is 1534 29th Street, Northwest, Washington,</p> <p>14 D.C., 20007.</p> <p>15 MR. GRATZ: We can mark this as Goulden</p> <p>16 Exhibit 1.</p> <p>17 (Goulden Exhibit 1 was marked for</p> <p>18 purposes of identification.)</p> <p>19 BY MR. GRATZ:</p> <p>20 Q. Mr. Goulden, you're here today because you're</p> <p>21 the plaintiff in a lawsuit; is that right?</p> <p>22 A. Correct.</p> <p>23 Q. You're here today pursuant to what's placed in</p> <p>24 front of you and marked as Exhibit 1, which is a</p> <p>25 deposition notice; is that right?</p> </div>																		
<div>Page 3</div> <div> <p>1 INDEX</p> <p>2 Deposition of JOSEPH GOULDEN</p> <p>3 January 6, 2011</p> <p>4</p> <table> <tr> <td>5 Examination By:</td> <td>Page</td> </tr> <tr> <td>6 Mr. Gratz</td> <td>5</td> </tr> <tr> <td>7</td> <td></td> </tr> <tr> <td>8 Exhibit No.</td> <td>Marked</td> </tr> <tr> <td>9 Exhibit 1 Notice of Deposition</td> <td>5</td> </tr> <tr> <td>10 Exhibit 2 Books by Joseph C. Goulden</td> <td>57</td> </tr> <tr> <td>11 Exhibit 3 The Money Lawyers - Excerpt #4</td> <td>79</td> </tr> <tr> <td>12 Exhibit 4 Google books Screenshot</td> <td>82</td> </tr> <tr> <td>13 Exhibit 5 Google books - Document 991-2</td> <td>85</td> </tr> </table> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> </div>	5 Examination By:	Page	6 Mr. Gratz	5	7		8 Exhibit No.	Marked	9 Exhibit 1 Notice of Deposition	5	10 Exhibit 2 Books by Joseph C. Goulden	57	11 Exhibit 3 The Money Lawyers - Excerpt #4	79	12 Exhibit 4 Google books Screenshot	82	13 Exhibit 5 Google books - Document 991-2	85	<div>Page 5</div> <div> <p>1 A. Correct. Correct.</p> <p>2 Q. What is this lawsuit go?</p> <p>3 A. About Google's unlawful infringement of the</p> <p>4 copyright in books written by me and many, many other</p> <p>5 writers.</p> <p>6 Q. Anything else?</p> <p>7 A. I think that fairly well covers it.</p> <p>8 Q. What are you asking the Court to do?</p> <p>9 A. To require Google to obey the law, receive a</p> <p>10 permanent injunction against further digitalization of</p> <p>11 books and whatever relief the Court might decide upon.</p> <p>12 Q. Are you asking for money?</p> <p>13 A. \$750.</p> <p>14 Q. Why are you asking for that amount of money?</p> <p>15 A. That is the amount that was recommended by</p> <p>16 Mr. Boni.</p> <p>17 Q. Do you think that's an appropriate amount?</p> <p>18 A. Because I'm trying to establish a principle,</p> <p>19 yes. Pardon me. Make that, defend a principle, yes.</p> <p>20 I'm not in this for the money.</p> <p>21 Q. Are you asking the Court to order Google to</p> <p>22 shut down the snippet view portion of the Google books</p> <p>23 Website?</p> <p>24 A. Yes, because they're violating copyright and</p> <p>25 putting them up there using material that is mine and</p> </div>
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1 BY MR. GRATZ:  
2 Q. Have you been harmed by Google's program of  
3 scanning books?  
4 A. I have no way of knowing.  
5 Q. So you don't know one way or the other?  
6 A. No. Let me make an addition to that. I am  
7 harmed by the fact that Google sold my material, put it  
8 in digital form, and gave this to other libraries. That  
9 is something that took away something I owned, without  
10 my permission, and gave it away for their profit.  
11 Q. How has that harmed you?  
12 MR. BONI: Object to form.  
13 A. One must protect copyrights. That is a rule of  
14 publishing. A couple times I had occasion to go to the  
15 Court and defend my own copyrights.  
16 BY MR. GRATZ:  
17 Q. So it's a matter of principle?  
18 MR. BONI: Object to form.  
19 A. It's a matter primarily of principle and,  
20 secondarily, a matter of financial protection.  
21 BY MR. GRATZ:  
22 Q. Have you been financially harmed by Google's  
23 actions?  
24 A. As I said, I do not know, as of yet. But with  
25 the existence of this digital library, I'm nervous about

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1 it.  
2 Q. Have you been financially benefited by  
3 Google's action?  
4 A. I don't know. Have no way of knowing.  
5 Q. Have you sold additional books as a result of  
6 the existence of Google books?  
7 MR. BONI: Object to form.  
8 A. Not that I know of.  
9 BY MR. GRATZ:  
10 Q. You said that you have gone to court to defend  
11 your copyrights in the past?  
12 A. Yes.  
13 Q. What were those situations?  
14 A. First was a book, my book, "The Money Lawyers."  
15 Soon thereafter, an acquaintance who had reviewed that  
16 book for the Washington Post told me he just read a book  
17 called "The Harvard Mystique" by a man named Enrico Hank  
18 Lopez, which argued, essentially, people who graduated  
19 from Harvard were superior to the rest of us, and he  
20 picked up -- you're a Harvard graduate?  
21 Q. I am not.  
22 A. He picked up large chunks of "The Superlawyers"  
23 without our permission. On the advice of my agent, I  
24 retained a lawyer in New York who specialized in  
25 literary affairs, and we collected settlement from the

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1 author.  
2 Second was a book called "Korea: The Untold  
3 Story of the War." I knew a woman, a Korean-American  
4 woman, in Washington who professed to have connections  
5 with the South Korean publishers. And through Brandt,  
6 we commissioned her to go to Seoul and try and sell  
7 Korean rights to the book.  
8 She gets into Seoul. The first day she's there  
9 she sees leading dailies in the country having large  
10 chunks of the book, even my picture in there, checks,  
11 they're not a member of the Copyright Convention, game  
12 over.  
13 She flies back to L.A. Going through the  
14 airport, she sees on a kiosk English language editions  
15 of the same paper, same material. Okay. I retain a  
16 lawyer in Virginia, where I resided at the time, and we  
17 sued.  
18 One of the first people we deposed was one of  
19 the Korean publishers, and he was asked, "Mr. So-and-So,  
20 do the words 'copyright' mean anything to you?" He  
21 said, "Yes, yes. If you copy, you must copy right, not  
22 copy wrong."  
23 And shall we say the settlement talks  
24 progressed fairly rapidly after that.  
25 Q. Let me first ask a question about the situation

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1 with respect to "The Money Lawyers." This was a  
2 situation where another book copied substantial portions  
3 of your book "The Money Lawyers"?  
4 A. No, "The Superlawyers."  
5 Q. I'm sorry. "The Superlawyers."  
6 MR. BONI: He mentioned both books in the  
7 earlier response.  
8 MR. GRATZ: Understood. Okay.  
9 BY MR. GRATZ:  
10 Q. So your first response with respect to the book  
11 "The Harvard Mystique" related to your book "The  
12 Superlawyers"?  
13 A. Yes, correct.  
14 Q. And the book "The Harvard Mystique" copied  
15 substantial portions?  
16 A. Yes.  
17 Q. Was the copying verbatim?  
18 A. It's a long time ago. In some instances, it  
19 was. Some was just changed a word here or there,  
20 paraphrase.  
21 Q. About how much of "The Superlawyers" was  
22 copied?  
23 A. At this late date, I couldn't tell you.  
24 Q. More than about a page?  
25 A. Oh, yeah, far more than a page.

<p style="text-align: right;">Page 54</p> <p>1 A. No.</p> <p>2 Q. Why not?</p> <p>3 A. Because one writer against a multi-billion</p> <p>4 dollar corporation.</p> <p>5 Q. What efforts have you undertaken to request</p> <p>6 that your books be removed from Google books?</p> <p>7 MR. BONI: Object to form. He said he didn't.</p> <p>8 A. I was advised by Brandt when this first started</p> <p>9 brewing, "Wait, there's going to be litigation by people</p> <p>10 that can afford it, Authors Guild and perhaps</p> <p>11 publishers."</p> <p>12 BY MR. GRATZ:</p> <p>13 Q. Do you know whether Google removes books from</p> <p>14 Google books upon requests from authors?</p> <p>15 A. I have not the slightest idea.</p> <p>16 Q. If Google were to remove books from Google</p> <p>17 books upon requests from authors, would that change your</p> <p>18 view of Google's activities?</p> <p>19 MR. BONI: Object to form.</p> <p>20 A. No.</p> <p>21 BY MR. GRATZ:</p> <p>22 Q. Why not?</p> <p>23 A. Because there's still a mass of books they've</p> <p>24 already stolen that are in the digital base, and they're</p> <p>25 there.</p>	<p style="text-align: right;">Page 56</p> <p>1 A. Several hundred dollars. 250, 300, something</p> <p>2 of that nature.</p> <p>3 Q. I want to turn back for a moment to the terms</p> <p>4 of your agreement with your attorneys.</p> <p>5 A. With who?</p> <p>6 Q. With your attorneys.</p> <p>7 A. Yes, sir.</p> <p>8 Q. Do you have the independent ability to reject a</p> <p>9 proposed settlement that your attorneys believe is in</p> <p>10 the interest of the class?</p> <p>11 MR. BONI: Object to form.</p> <p>12 A. I don't know.</p> <p>13 BY MR. GRATZ:</p> <p>14 Q. Does your -- who paid your -- actually, strike</p> <p>15 that.</p> <p>16 You wouldn't have had any travel expenses</p> <p>17 coming.</p> <p>18 A. He bought lunch.</p> <p>19 MR. BONI: Subway.</p> <p>20 MR. GRATZ: We'll mark as Exhibit 2 a</p> <p>21 multi-page document titled "Books by Joseph C. Goulden,</p> <p>22 in chronological order."</p> <p>23 (Goulden Exhibit 2 was marked for</p> <p>24 purposes of identification.)</p> <p>25 BY MR. GRATZ:</p>
<p style="text-align: right;">Page 55</p> <p>1 Q. And that objection would continue even though</p> <p>2 Google -- strike that.</p> <p>3 In 2011 what were your sources of income?</p> <p>4 A. My what?</p> <p>5 Q. Sources of income.</p> <p>6 A. Reviews and occasional lecture.</p> <p>7 Q. What do you mean by "reviews"?</p> <p>8 A. Book reviews for the Washington Times,</p> <p>9 Washington Lawyer magazine. And I had unearned income.</p> <p>10 Q. What unearned income is that?</p> <p>11 A. Keyhole, Social Security.</p> <p>12 Q. Anything else?</p> <p>13 A. Some occasional stock dividends.</p> <p>14 Q. Did you receive any royalty or licensing income</p> <p>15 from your books in 2011?</p> <p>16 A. No. Let me strike that. A professor in some</p> <p>17 college in the Midwest -- can't recall the name -- for</p> <p>18 years has paid an annual fee for reproduction of the</p> <p>19 portion of "The Best Years" pertaining to soap operas.</p> <p>20 I think we got a check from that guy in 2011. I think</p> <p>21 we did.</p> <p>22 Q. Is that portion of "The Best Years" titled</p> <p>23 "Birth of the Tube"?</p> <p>24 A. Yes.</p> <p>25 Q. Do you know how much was paid?</p>	<p style="text-align: right;">Page 57</p> <p>1 Q. Mr. Goulden, you have before you what's been</p> <p>2 marked as Goulden Exhibit 2. Do you recognize this</p> <p>3 document?</p> <p>4 A. Yes, I do.</p> <p>5 Q. What is it?</p> <p>6 A. A list I prepared of books I published. I</p> <p>7 misspelled "Superlawyers." The word -- the spell</p> <p>8 checker misspelled it for me. Should be one word</p> <p>9 "Superlawyers."</p> <p>10 Q. In addition to the books listed on Exhibit 2,</p> <p>11 did you write a book called "Guatemala"?</p> <p>12 A. No.</p> <p>13 Q. Did you write or contribute to a book called</p> <p>14 "The Search for the Gold of Tutankhamen"?</p> <p>15 T-u-t-a-n-k-h-a-m-u-n (sic).</p> <p>16 A. I wrote an article for The Daily Texan at</p> <p>17 University of Texas about a man who was involved in the</p> <p>18 expedition. So far as I know, that's the only time I've</p> <p>19 written about King Tut.</p> <p>20 Q. Have you written a book called "It's Better to</p> <p>21 Know the Judge Than the Law"?</p> <p>22 A. No.</p> <p>23 Q. Have you had any involvement in a book called</p> <p>24 "Whose Who Among American High School Students"?</p> <p>25 A. Who?</p>

<p style="text-align: right;">Page 58</p> <p>1 Q. A book called "Whose Who Among American High  2 School Students."  3 A. No.  4 MR. BONI: Could be there's another Joe Goulden  5 out there.  6 BY MR. GRATZ:  7 Q. Just gotta run it down, you know.  8 And are you listed as the author of a book  9 called "The News Manipulators"?  10 A. I was co-author with two other persons.  11 Q. Is "The News Manipulators" one of the books  12 about which you are making claims in this lawsuit?  13 A. No. I think the copyright's in the name of  14 Accuracy in Media.  15 Q. How did -- strike that.  16 So it's your understanding that the material  17 that you contributed as a co-author to "The News  18 Manipulators" is not material in which you own  19 copyright?  20 A. No, I do not.  21 Q. How did Accuracy in Media come to own the  22 copyright in that material?  23 A. I was involved at the time as director of media  24 analysis for Accuracy in Media.  25 Q. And was the material that you contributed as</p>	<p style="text-align: right;">Page 60</p> <p>1 that goes into your book is deeper than a typical  2 journalistic --  3 A. Trying to put things in historical context,  4 explain why things happen the way they do.  5 Q. With respect to the book in which you're listed  6 for an author, other than "The News Manipulators," do  7 you own copyright in each of those books?  8 A. Yes, I do.  9 Q. Were each of those books published pursuant to  10 a publishing contract?  11 A. Yes.  12 Q. Other than the republication contract with  13 Dover for "The Dictionary of Espionage" and the  14 translation publication contract with respect to the  15 Chinese edition of the book "Korea," are you in  16 possession of any of the publishing contracts for your  17 books?  18 A. No, I'm not.  19 Q. Do you know whether copies of your publishing  20 contracts for those books exist?  21 A. The only other place they would be, would be in  22 the files of the individual publishers of our agent  23 Brandt &amp; Hochman. They made a record search, and they  24 could not come up with any.  25 Q. So Brandt &amp; Hochman, the literary agency with</p>
<p style="text-align: right;">Page 59</p> <p>1 co-author "The News Manipulators" contributed within the  2 scope of your employment at Accuracy in Media?  3 A. Yes, it was.  4 Q. Are all of your books nonfiction?  5 A. Yes.  6 Q. What is the purpose for which you wrote your  7 books?  8 MR. BONI: Object to form.  9 A. To make a living and to satisfy my long-time  10 desire to be a writer.  11 BY MR. GRATZ:  12 Q. Are your books works of journalism?  13 MR. BONI: Object to form.  14 A. No.  15 BY MR. GRATZ:  16 Q. You have written works of journalism; is that  17 right?  18 A. I was a newspaperman for ten years.  19 Q. What is the difference between your books and  20 what you consider journalism?  21 A. Journalism seems to be sort of -- it's not  22 the in-depth research that you would do for a book.  23 There's a difference between what I write and what is  24 called journalism.  25 Q. Because the depth of research, for example,</p>	<p style="text-align: right;">Page 61</p> <p>1 whom you're affiliated and with whom you were affiliated  2 at the time of the publication of each of these books,  3 searched their records and were unable to find  4 publishing contracts with respect to any of your books  5 other than the republication contract for "The  6 Dictionary of Espionage" and the Chinese translation  7 publication contract for the book on the Korean War?  8 A. Correct.  9 Q. Turning your attention to Exhibit 2, which is  10 in front of you, your first book was titled "The Curtis  11 Caper"; is that right?  12 A. Correct.  13 Q. That was published in 1965 by G.P. Putnam's  14 Sons?  15 A. '65, yes.  16 Q. Your second book was titled "Monopoly," and  17 published in 1968; is that right?  18 A. Right.  19 Q. Did the publication contract that you had with  20 G.P. Putnam with respect to "Monopoly" provide for  21 reversion of rights to you under certain circumstances?  22 A. Standard publishing contract calls for  23 reversion under certain conditions. I do not recall  24 what it was for "Monopoly."  25 Q. Do you know whether those conditions were</p>



<p style="text-align: right;">Page 62</p> <p>1 satisfied with respect to "Monopoly"?</p> <p>2 A. I don't know.</p> <p>3 Q. So sitting here today, do you know whether or</p> <p>4 not the rights to "Monopoly" have reverted to you?</p> <p>5 A. We hold the copyright.</p> <p>6 Q. How do you know that?</p> <p>7 A. Copyright's in my name.</p> <p>8 Q. As part of the publication contract for</p> <p>9 "Monopoly," did you transfer copyright to your</p> <p>10 publisher?</p> <p>11 MR. BONI: Object to form.</p> <p>12 A. I don't have the contract. I'm not gonna</p> <p>13 guess.</p> <p>14 BY MR. GRATZ:</p> <p>15 Q. In order to answer my question, you would need</p> <p>16 to look at the terms of the contract?</p> <p>17 A. Yeah.</p> <p>18 Q. The next book on the list is titled "Truth is</p> <p>19 the First Casualty." Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Was there a publishing contract with respect to</p> <p>22 "Truth is the First Casualty"?</p> <p>23 A. Yes, there was.</p> <p>24 Q. Did it provide for reversion of rights to you</p> <p>25 under certain circumstances?</p>	<p style="text-align: right;">Page 64</p> <p>1 Q. The next book on the list is titled "The Money</p> <p>2 Givers" published in 1970 by Random House. Was there a</p> <p>3 publishing contract with respect to "The Money Givers"?</p> <p>4 A. Yes, sir, there was.</p> <p>5 Q. Did it provide for reversion of rights to you</p> <p>6 upon occurrence of --</p> <p>7 A. Same answer. I don't recall because I don't</p> <p>8 have the contract.</p> <p>9 Q. And do you currently own the rights to "The</p> <p>10 Money Givers"?</p> <p>11 A. I don't know.</p> <p>12 Q. The next book on the list is "The</p> <p>13 Superlawyers." Was there a publishing contract with</p> <p>14 respect to "The Superlawyers"?</p> <p>15 A. Yes, there was.</p> <p>16 Q. Did it provide for reversion?</p> <p>17 A. Yes.</p> <p>18 Q. Do you currently own the copyright to "The</p> <p>19 Superlawyers"?</p> <p>20 A. Yes, I do.</p> <p>21 Q. How do you know that?</p> <p>22 A. Reversion.</p> <p>23 Q. On what do you base your belief that the rights</p> <p>24 have reverted to you?</p> <p>25 A. My recollection.</p>
<p style="text-align: right;">Page 63</p> <p>1 A. I don't know. I do know that the rights were</p> <p>2 reverted to us.</p> <p>3 Q. How do you know that?</p> <p>4 A. Brandt told me. We were discussing a deal for</p> <p>5 a movie, and he assured me we had the copyright in our</p> <p>6 hands.</p> <p>7 Q. When was your discussion with Mr. Brandt</p> <p>8 regarding the rights for "Truth is the First Casualty"</p> <p>9 that you referred to in your previous --</p> <p>10 A. A couple years after the publication of the</p> <p>11 book.</p> <p>12 Q. So that would be in the mid-1970s?</p> <p>13 A. Yes.</p> <p>14 Q. Other than your conversations with Mr. Brandt</p> <p>15 in the mid-1970s, do you have any other information</p> <p>16 regarding whether -- or whether you own the rights to</p> <p>17 "Truth is the First Casualty"?</p> <p>18 A. I now own it totally, yeah.</p> <p>19 Q. And you know that because Mr. Brandt told you</p> <p>20 during that conversation in the mid-1970s?</p> <p>21 A. Yes. And the movie never materialized, but...</p> <p>22 Q. Do you have any documentation regarding the</p> <p>23 facts that Mr. Brandt told you about the conversation in</p> <p>24 the mid-1970s?</p> <p>25 A. No, I do not.</p>	<p style="text-align: right;">Page 65</p> <p>1 MR. BONI: Object to form. You can answer.</p> <p>2 A. My recollection is that Brandt &amp; Hochman</p> <p>3 recently furnished me a letter of the reversion from</p> <p>4 Weybright &amp; Talley.</p> <p>5 BY MR. GRATZ:</p> <p>6 Q. Have you -- about when did Brandt furnish you</p> <p>7 that letter?</p> <p>8 A. He gave me a copy of it immediately after it</p> <p>9 was issued some time ago, and he gave me a copy of it in</p> <p>10 the last month when we were trying to get the</p> <p>11 documentation in response to your request.</p> <p>12 Q. Did you provide that letter to Mr. Boni?</p> <p>13 A. Yes, I did.</p> <p>14 Q. You'll see near the bottom of the page there's</p> <p>15 a reference to a book published in 1982 called "Korea:</p> <p>16 The Untold Story of the War."</p> <p>17 A. Yes.</p> <p>18 Q. And that was published by the Times Book</p> <p>19 Company; is that right?</p> <p>20 A. Right.</p> <p>21 Q. Is that the book company of the New York Times?</p> <p>22 A. At one time it was affiliated with them. I</p> <p>23 don't think it's part of the Times anymore.</p> <p>24 Q. Was there a publishing contract with respect to</p> <p>25 the book "Korea"?</p>

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1 A. Yes, there was.  
2 Q. Did it provide for reversion of the rights to  
3 you under certain circumstances?  
4 A. I presume it did because we have the rights  
5 back.  
6 Q. How do you know you have the rights back?  
7 A. 'Cause we signed the contract with the Chinese  
8 publisher which gave him rights for the Chinese language  
9 publication.  
10 Q. Do you possess any documents other than the  
11 contract in which you licensed those rights to the  
12 Chinese publisher reflecting that you have a reversion  
13 of the rights in "Korea"?  
14 A. I do not remember all the letters that we  
15 furnished to you from Brandt through Mr. Boni. I'm  
16 sorry. I should have reviewed them before I came over.  
17 Q. Is it your belief that you possess a reversion  
18 letter with respect to Korea?  
19 A. It's my belief I think we got one from Brandt,  
20 I think. I'm relying on memory now. I should have made  
21 a list of these.  
22 MR. BONI: Do you not have those?  
23 MR. GRATZ: I don't have one for "Korea."  
24 MR. BONI: Whatever I got, I sent to you so...  
25 BY MR. GRATZ:

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1 Q. In 1982 you published a book about Jerry Wurf;  
2 is that right?  
3 A. Right.  
4 Q. And that was published by Atheneum,  
5 A-t-h-e-n-e-u-m?  
6 A. Right.  
7 Q. Is that right?  
8 A. Correct.  
9 Q. Was there a publication contract with respect  
10 to the book on Jerry Wurf?  
11 A. Yes, there was.  
12 Q. Did it provide for reversion under certain  
13 circumstances?  
14 A. I presume it did. I don't know. I don't have  
15 the contract.  
16 Q. And have you received the letter acknowledging  
17 the reversion of rights in the book on Jerry Wurf?  
18 A. I don't have one in my possession.  
19 Q. Do you know whether one ever existed?  
20 A. I do not know.  
21 Q. Do you know whether the rights have, in fact,  
22 reverted to you on the book on Jerry Wurf?  
23 A. I do not know.  
24 Q. The next book on the list is titled "There are  
25 Alligators in Our Sewers." Do you see that?

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1 A. Yes.  
2 Q. And that was published by Dell; is that right?  
3 A. Whatever is on the title page.  
4 MR. BONI: The witness is looking at the book  
5 that is in Joe Gratz' hand when he made that comment.  
6 BY MR. GRATZ:  
7 Q. I'm holding the book in my hand and looking at  
8 the copyright page to see if it's anyone other than  
9 Dell. We'll set that question aside for now.  
10 You co-authored that book with Paul Dickson?  
11 A. Yes, sir.  
12 Q. Are you co-owners of the copyright with Paul  
13 Dickson?  
14 A. Yes.  
15 Q. You were co-authors?  
16 A. Yes.  
17 Q. Do you have an agreement with Paul Dickson  
18 governing the rights to "There are Alligators in Our  
19 Sewers"?  
20 A. Do I have an agreement?  
21 Q. Yes, with Paul Dickson.  
22 A. Well, we have the copyright, yes. And whatever  
23 we get, we share equally.  
24 Q. Was there a publication contract with respect  
25 to "There are Alligators in Our Sewers"?

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1 A. Yes, there was.  
2 Q. Did it provide for reversion of rights in  
3 certain circumstances?  
4 A. I don't recall.  
5 Q. Have the rights reverted?  
6 A. I don't recall.  
7 Q. Do you know whether today you own any rights in  
8 "There Are Alligators in Our Sewers"?  
9 A. Never assume anything. I understand I do.  
10 Q. On what do you base that understanding?  
11 A. Common industry practice.  
12 Q. What common industry practice is that?  
13 A. The writer owns the book. When it goes out of  
14 print, it's yours.  
15 Q. Do you understand that under some circumstances  
16 a writer has to take certain action in order to cause a  
17 reversion of the rights?  
18 MR. BONI: Object to form.  
19 A. No, I did not know that.  
20 BY MR. GRATZ:  
21 Q. Do you know whether the publication contract  
22 for "There Are Alligators in Our Sewers" required you to  
23 send in a request for reversion of rights?  
24 A. I do not know.  
25 Q. In order to know that, you would need to look



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1 at the contract and see what it says?  
2 A. Yes.  
3 Q. The third from the bottom of the page, you'll  
4 see a book called "Fit to Print," published in 1988.  
5 A. Yes.  
6 Q. By Lyle Stuart, S-t-u-a-r-t. Was there a  
7 publishing contract with respect to "Fit to Print"?  
8 A. Yes, there was.  
9 Q. Did it provide for reversion of rights under  
10 certain circumstances?  
11 A. Yes, it does.  
12 Q. Have those rights reverted to you?  
13 A. Yes.  
14 Q. And under what do you base your answer?  
15 A. Because Lyle's widow, Carol Stuart, sent me a  
16 crate of 50 books saying "This is yours. We're out of  
17 business."  
18 Q. Do you base your answer on anything else?  
19 A. No. When Lyle died, the publishing company  
20 went up in the air.  
21 Q. Do you know whether the -- strike that.  
22 Do you know whether the Lyle Stuart publishing  
23 company took any action to transfer rights to you?  
24 A. I don't know.  
25 Q. Sitting here today, do you know whether or not

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1 the rights have, in fact, transferred to you or whether  
2 they remain in whatever remains of Lyle Stuart?  
3 MR. BONI: Object to form.  
4 BY MR. GRATZ:  
5 Q. The publishing company, obviously.  
6 A. I have not the slightest idea.  
7 Q. The next book on the list is titled  
8 "Myth-Informed." Do you see that?  
9 A. Yes, I do.  
10 Q. And that was also co-authored with Paul  
11 Dickson?  
12 A. Yes, it was.  
13 Q. You share equally in your respective rights?  
14 A. Correct.  
15 Q. Was there a publishing contract with respect to  
16 "Myth-Informed"?  
17 A. Yes.  
18 Q. Did it provide for reversion of rights upon  
19 occurrences of certain events?  
20 A. I presume so.  
21 Q. Have the rights in "Myth-Informed" reverted to  
22 you?  
23 A. I don't know.  
24 Q. So sitting here today, you don't know whether  
25 or not you possess rights in "Myth-Informed" or whether

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1 they were remain in the publishing company?  
2 A. No, I do not.  
3 Q. The next and last book on the list is "The  
4 Money Lawyers." Do you see that?  
5 A. Yes, I do.  
6 Q. Published by Talley, St. Martin's Press?  
7 A. Yes.  
8 Q. Was -- and that book was published in 2006; is  
9 that right?  
10 A. Yeah.  
11 Q. That's after the commencement of this  
12 litigation; is that right?  
13 A. This, yeah. Okay. You consider it new  
14 litigation after the first settlement was rejected?  
15 Q. Let me withdraw the question. Litigation  
16 started when the litigation started.  
17 Was there a publishing contract with respect to  
18 "The Money Lawyers"?  
19 A. Yes, there was.  
20 Q. Did it provide for reversion of rights upon the  
21 occurrence of certain events?  
22 A. I presume it did.  
23 Q. Have those rights reverted to you?  
24 A. I have not seen formal reversion.  
25 Q. So is it your belief that the rights have not

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1 yet reverted to you?  
2 A. Again, this is another publisher out of  
3 business who sent me a crate of books, and there may  
4 have been a letter saying "It's Yours."  
5 Q. Did you retain that letter?  
6 A. No.  
7 Q. Did you keep it?  
8 Do you have a recollection of there being such  
9 a letter or was your previous answer based on sort of  
10 thinking there might have been such a letter?  
11 A. There might have been.  
12 Q. But you don't recall one way or another whether  
13 there was?  
14 A. No.  
15 Q. All of your books are out of print; is that  
16 right?  
17 A. With two exceptions we noted earlier.  
18 Q. And those two exceptions are "The Dictionary of  
19 Espionage" being reprinted by Dover and the Chinese  
20 version of "Korea"?  
21 A. Correct.  
22 Q. Have you had any e-mail correspondence  
23 regarding this litigation with anyone other than your  
24 lawyers?  
25 A. I notified Paul Dickson last week that this

<p>Page 90</p> <p>1 Q. When this case began, was the firm of Milberg  2 Weiss involved?  3 MR. BONI: Object to form.  4 A. I don't recall.  5 BY MR. GRATZ:  6 Q. When this case began, was Bill Lerach a lawyer  7 at Milberg Weiss?  8 A. Yes.  9 Q. When this case began, was Mel Weiss a lawyer at  10 Milberg Weiss?  11 MR. BONI: Object to form, and the previous  12 question. You can answer.  13 A. Yes, he was.  14 BY MR. GRATZ:  15 Q. In a previous answer, you referred to a time  16 when this suit came to life again. Do you recall that?  17 A. Yes.  18 Q. What time are you referring to?  19 A. Oh, I can't recall.  20 Q. Was it in the last two years?  21 A. It probably was.  22 Q. And is it right that, at that time, you made  23 inquiries regarding the reputation of the Milberg lawyer  24 listed as counsel in this case?  25 MR. BONI: Object to form. That</p>	<p>Page 92</p> <p>1 MR. GRATZ: Let me go through my stuff. I'm  2 not sure if I have anything further.  3 MR. BONI: Great. Thanks.  4 MR. GRATZ: We'll go off.  5 (Whereupon, recess was held.)  6 MR. GRATZ: Nothing further.  7 MR. BONI: I have nothing. Thank you.  8 (Deposition was concluded at 3:24 p.m.)  9  10  11  12  13  14  15  16  17  18  19  20  21  22  23  24  25</p>
<p>Page 91</p> <p>1 mischaracterizes his previous testimony. It does.  2 A. I asked two lawyers in New York that I respect  3 quite a bit on an off-the-record basis to let me know,  4 tell me, what their view was on the Milberg lawyer  5 involved in this case.  6 BY MR. GRATZ:  7 Q. And was that Milberg lawyer Sanford Dumain?  8 A. Whatever his name is listed. My memory's late  9 in the day. Whoever's listed on the pleadings.  10 Q. Before that inquiry, what led to that inquiry?  11 What led you to ask those questions?  12 A. When I saw this piece of paper that had  13 something on it, had his name on there, Milberg, I never  14 associated him with Milberg Weiss. Just never dawned on  15 me.  16 Q. So before the case came back to life in the  17 last two years or around the time you made this inquiry,  18 were you aware that Milberg was involved in the case?  19 A. I might have been vaguely aware, but it wasn't  20 at the top of my mind.  21 Q. When you were writing "The Money Lawyers," were  22 you aware that Milberg Weiss was counsel in a case in  23 which you were a class action plaintiff?  24 MR. BONI: Object to form.  25 A. No, I was not.</p>	<p>Page 93</p> <p>1 CERTIFICATE OF DEPONENT  2  3 I hereby certify that I have read and examined  4 the within transcript, and the same is a true and  5 accurate record of the testimony given by me.  6  7 Any additions or corrections that I feel are  8 necessary, I will write on a separate sheet of paper to  9 the original transcript.  10  11  12  13  14  15  16  17  18  19  20  21  22  23  24  25</p> <p>JOSEPH GOULDEN</p>

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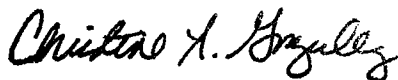
1 District of Columbia

2  
3 I, Christine A. Gonzalez, CSR, RPR, a Notary  
4 Public of the District of Columbia, do hereby certify  
5 that the within-named proceedings took place before me  
6 at the time and place herein set out.

7  
8 I further certify that the proceedings were  
9 recorded stenographically by me and this transcript is  
10 a true record of the proceedings.

11  
12 I further certify that I am not of counsel  
13 to any of the parties, nor an employee of counsel, nor  
14 related to any of the parties, nor in any way  
15 interested in the outcome of this action.

16  
17 As witnessed my hand this 10th day of  
18 January, 2012.

19   
20

21 Christine A. Gonzalez, CSR, RPR

22 Notary Public

23  
24 My commission expires:

25 February 28, 2014

Errata Sheet

Joseph C. Goulden Deposition

Page 5, Line 2

“What is this lawsuit ABOUT?”

Page 8, Line 22

“...these digital books WERE it not for Google.”

Page 9, Line 25

“illegally against WHICH is the core of it.”

Page 11, Line 23

“...going to put every book In some libraries ON line and...”

Page 15, Line 16

MILBERG rather than Middleberg

Page 19, Line 9

Google’s motion against certifying class action, instead of “Google’s response”

Page 19, line 10

BOUTON, instead of Booten

Page 24, line 13

Make it read, "Because OF serious medical CONDITIONS of two very..."

Page 29, Line 13

Make it read, "...essentially it was striking A business deal between"

Page 39, Line 14

"First was a book, my book, THE SUPERLAWYERS," ....

Page 48, Line 8

Make it "lo" rather than "low"

Page 48, Line 10

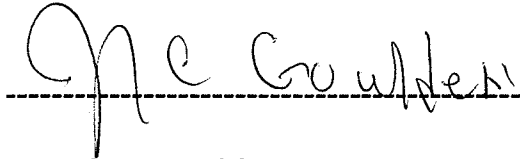
Make it "permissions" rather than "permission's"

Page 55, Line 11

Make it "Keogh," rather than "keyhole"

Page 60, Line 22

“the files of the individual publishers OR of our agent”

A handwritten signature in black ink, reading "Joe Goulden", is written over a horizontal dashed line.

Joseph C. Goulden

January 13, 2012

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